

## REFUND OF TUITION FEES POLICY / PROCEDURE

### 1. Policy

This policy/procedure supports 'Standard 3' of the 'National Code of Practice for Registration Authorities & Providers of Education & Training to Overseas Students 2018 and Standard 5.3 and 7.3 of the Standards for RTOs 2015.

This policy/procedure provides all staff and students information on the ability to apply for a refund of tuition fees in certain circumstances. All refund information is made available to students through the enrolment process and is included on the 'Student Agreement' which the student signs prior to acceptance into a course of study with Yorke Institute and tuition fees accepted from a student.

The following procedures ensure all students are treated fairly and with integrity when applying for refunds. All refunds applications are to be submitted to Student Administration and the following procedures followed in assessing the application.

Please note the below refund policy in relation to 'Tuition Fees' and should not be confused with 'application fees' which are non-refundable.

### 2. Procedure

#### 2.1 Refunds due to non-delivery of course by Yorke Institute (Provider Default)

Please note that Government Legislation requires tuition fees to be refunded in full if any of the following occurs:

- The course does not start at the location on the agreed starting day or the course ceases to be provided to the student at the location at any time after it starts but before it is completed, and the student has not withdrawn before the default day.
- The course is not provided fully to the student because Yorke Institute has a sanction imposed by a government regulator.
- The course is cancelled, and an alternative delivery arrangement cannot be organised which is suitable for the student.
- If the course defaults, refunds will be granted in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001.

Refunds under the above conditions will be paid in full to the student within 14 days.

- All 'refunds' are to be signed off by the Student Administration Officer and applications processed within Fourteen (14) days of the application being place.
- Yorke Institute may arrange for another course, or part of a course, to be provided to students at no (extra) cost to the student as an alternative to refunding tuition fees. Where the student agrees to this arrangement, Yorke Institute will not be liable to refund the tuition fees owed for the original enrolment.

## 2.2 Refunds due to Student Default

- Yorke Institute shall refund according to the Student Agreement any unused tuition fee where there has been a student default.
- Yorke Institute must pay a refund of the amount required by the Student agreement entered into with the student.
- The refund shall be made within 14 weeks after the application for refund is made.
- Yorke Institute is not required to refund under the Student Agreement where the student's visa is refused as a result of student default.

*Student Default* refers to where one of the following occurs:

- the student does not start the course at the location on the agreed starting day, and has not previously withdrawn from the course.
  - the student withdraws from the course at the location (either before or after the agreed starting day);
  - Yorke Institute refuses to provide, or continue providing, the course to the student at the location because
    - the student failed to pay an amount he or she was liable to pay for the course;
    - the student breached a condition of his or her student visa;
    - student misbehaviour. A student does not default under this clause unless Yorke Institute accords the student natural justice before refusing to provide, or continue providing the course to the student at the location.
- Student applying for a refund must complete a 'Refund Request Form'. This will identify the type of refund the student is applying for. The application form is to be submitted to Student Administration Officer
  - Refunds granted in these circumstances are related to payments made to Yorke Institute and are not related to fees paid such as education agent's fees and Health Insurance and application fees..
  - **The assessment of refund applications shall be granted as indicated below:**

Outline of Refunds	
Application Fee	No refund
Visa refused due to student default	Refund under S47E of ESOS Act calculation applies with 5% or \$500 of the course fees received whichever is less.
Withdrawal at least 10 weeks prior to agreed start date	Full refund
Withdrawal at least 4 weeks prior to agreed start date	75% refund
Withdrawal less than 4 weeks prior to agreed start date	No refund

Withdrawal after the agreed start date*	No Refund
<p>Course withdrawn by Yorke Institute due to sanctions.</p> <p>Refunds will be made within 2 weeks after Yorke Institute cancels the course or the course ceases to be provided. Alternatively, the student may be offered and accept enrolment in a suitable replacement course at the same cost</p>	<p>Refund is worked out in accordance with any unspent pre-paid fees received by Yorke Institute.</p>

\* Students may have extenuating circumstances that prevent them from attending scheduled course dates that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary. Where evidence can be successfully provided to support the student's circumstances, tuition fees may either be transferred to the next available course where applicable, or a refund of unused tuition fees will be issued. This decision of assessing the extenuating circumstances rests with the Director or delegate and shall be assessed on a case by case situation.

- All records pertaining to the refund process are to be maintained on the student file.

### 2.3 **Appealing Refund decisions**

- All students have the right to appeal a refund decision made by Yorke Institute by accessing the Complaints and appeals procedures. Student wishing to access the Complaints and Appeals Procedure should refer to the policy on the website [www.yorkeinstitute.com](http://www.yorkeinstitute.com)
- This policy and the availability of complaints and appeals processes, does not remove your right to take action under Australia's consumer protection laws.
- Yorke Institute's dispute resolution processes do not remove the student's right to pursue other legal remedies where they feel necessary.

### 2.4 **Further information**

- Yorke Institute reserves the right to withhold any Certification of Qualifications achieved by the student, if tuition fees remain outstanding.
- Yorke Institute will refund any tuition fees due to the student, to the student's education agent (where applicable).
- Any information that you provide to Yorke Institute or that Yorke Institute collects about you can be given to authorised State and Commonwealth Agencies and ESOS Assurance Fund Manager.

#### **Refer:**

- Education Services for Overseas Students(ESOS) Act
- Standards for Registered Training Organisations 2015
- Victorian VET Funding Contract

**Appendix A:**

**REFUND REQUEST FORM**

**Date:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Student ID:** \_\_\_\_\_

**Course Start Date:** \_\_\_\_\_

I wish to apply for a refund for my tuition fees paid for course described above and my reasons for applying for a refund are:

Outline of Refunds	
Application Fee	No refund
Visa refused due to student default	Refund under S47E of ESOS Act calculation applies with 5% or \$500 of the course fees received whichever is less.
Withdrawal at least 10 weeks prior to agreed start date	Full refund
Withdrawal at least 4 weeks prior to agreed start date	75% refund
Withdrawal less than 4 weeks prior to agreed start date	No refund
Withdrawal after the agreed start date*	No Refund
Course withdrawn by Yorke Institute due to sanctions as per ESOS Act Part 6, refunds will be paid in accordance with the provisions of the ESOS Act 2000 and the ESOS Regulations 2001. Refunds will be made within 2 weeks after Yorke Institute cancels the course or the course ceases to be provided. Alternatively, the student may be offered and accept enrolment in a suitable replacement course at the same cost	Refund is worked out in accordance with any unspent pre-paid fees received by Yorke Institute.

**\*Please note where the student breaches Yorke Institute Policies and Procedures no refund is payable. Where a student withdraws from the course without extenuating circumstances only a**

**partial refund is payable. Application fee of \$200.00 is non refundable. Domestic application fee of \$150.00 is non refundable.**

If a decision to refund has been made by Yorke Institute please give details of the bank account you wish the refund to be made into. If you nominate an agent's account Yorke Institute is released of all obligations once the payment is made into the nominated account.

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Account Number: \_\_\_\_\_

Branch Number: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

**Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**OFFICE USE ONLY**

Request received by:	DATE
Full Name	
Position	
To be completed by CEO or delegate only	Signature
Request Approved/Rejected	
State the reason:	
Full Name	Date
Position	
Student Notified Of Outcome of Request for Refund must be <b>14 days from application date.</b>	Refund completed
<b>Please Note:</b> If refund is approved it must be provided to the student <b>14 days from notification date</b>	DATE
<b>Refund process must be completed in 28 days from application date</b>	